

1897-023 Chancery Cause: James H. Davidson vs. Elbert Barker  
Lee Co.

CA - Contract Dispute  
T - Property

- Deed



1. To the Honorable H.S.K. Morrison, Judge of the Circuit Court of  
2. Lee County, Virginia.

3. Humbly complaining, your orator, James H. Davidson, will res-  
4. pectfully show to your honor,

5. That heretofore, to wit, on the \_\_\_\_\_ day of December 1892  
6. he bargained and sold to one Elbert Barker a tract of land sit-  
7. uated in the Crab Orchard in Lee County, Va., containing 103 acres  
8. at the price of ten dollars (\$10.00) per acre. By the terms of  
9. said contract the said Barker was to pay down in cash to your  
10. orator the sum of \$250.00, the residue was to be paid in one, two,  
11. three, and four years from date and in equal instalments, for  
12. which said deferred payments notes were to be executed by the  
13. said Barker, bearing interest from date of sale.

14. Your orator will now show your honor, that at the time of  
15. said sale he delivered the possession of said tract of land to  
16. the said Barker who has ever since and is now occupying, using, &  
17. and enjoying the same, and at the same time the said Barker paid  
18. to your orator said sum of \$250.00, but he failed to execute the  
19. notes in accordance with said agreement, and several times since  
20. your orator has called upon him for said note, but he still fails  
21. neglects and refuses to make and deliver them.

22. Your orator will now further show your honor, that the first  
23. installment of said deferred payments, to wit, the sum of \$195.00  
24. is now due and your orator has called on the said Barker for  
25. payment of the same, but the said Barker has failed and refused  
26. to make payment thereof, and he still fails, refuses, and neg-  
27. lects so to do.

28. Your orator will further show your honor, that on the 31st  
29. day of July 1893, he made and together with his wife executed and  
30. acknowledged a deed conveying said tract of land with covenants  
31. of general warranty to the said Barker. Said deed is herewith  
32. filed as an escrow deed to be delivered to the said Barker when  
33. he complies with his said contract by paying the amount due and  
34. executing his notes for the residue thereof in compliance with  
35. the terms of his said contract. Said deed is marked "A" and  
36. asked to be treated as a part of this bill.



37. Your orator will now further show your honor, that immedi-  
38. ately after the execution and acknowledgement of said deed afore  
39. said, he presented it to the said Barker, tendered it to him, and  
40. asked a compliance by him with the terms of his contract, to wit,  
41. the execution to your orator of notes for said deferred payments  
42. but as before stated said Barker refused to execute said notes,  
43. and your orator declined to deliver said deed. Now, the object  
44. of this bill is to have specifically executed said contract by  
45. the payment of the installment which is due and the execution and  
46. delivery of notes for the residue, and being without remedy at  
47. Common Law he prays your honor's Court of chancery to take cog-  
48. nissance of his cause and grant him proper relief. To this end he  
49. prays that Elbert Barker be made a party defendant to this bill,  
50. and be required to answer its several allegations, but he need  
51. not answer them upon his oath, that being waived, and that upon a  
52. hearing the said contract be specifically executed, that the said  
53. Barker be required to <sup>d</sup> pay the installment now due and to execute  
54. notes for the residue thereof bearing interest from day of sale,  
55. and that if in reasonable time said installment now due be not  
56. paid then that said tract of land or ~~enough thereof to pay the~~  
57. ~~same~~ be sold for that purpose, <sup>##</sup> and if mistaken in his special  
58. prayer, then he prays for full general relief.  
59. May Spa. in Chancery issue, directed &c.

Duncan v. Lyatt, p.c.

It is your orator's prayer that it will be injurious to those in trust of the  
deed and the defendant to get the said land in person. What is to be  
done with the whole of said tract together.



1st Febry Br. 1894

James H. Davidson

vs. Bill in Chancery:

Elbert Barker.

Duncan & Hyatt; for Plff.

1894 2<sup>d</sup> Febry Rules Bill  
filed Spa 27<sup>d</sup> Dec

I 1<sup>st</sup> March Rules taken  
last Monday in Febry  
D. Visi called and  
cause set for hearing  
by Plaintiff

II March Term  
Decree for sale 1<sup>st</sup> cont<sup>d</sup>

Q 6.87

8.100

415.00

\$22.87

Restments 6.13

\$29.00



Virginia,

Circuit Court for Lee County:  
To the Hon. W. T. Miller, Judge of  
the said Court:

Humbly complaining, your orator,  
James H. Davidson, a citizen of said  
County, will respectfully represent and  
show unto your honor that heretofore,  
to wit, at the Second February Rules  
1894, he filed his original bill in the  
honorable Court against one Elbert  
Barker, the object of which was to  
have specifically executed the contract  
therein set out. Upon said bill such  
proceedings were had that, by decree  
rendered in said cause on the 15<sup>th</sup>  
day of March 1894, the Court held  
that your orator was entitled to  
have said contract specifically exe-  
cuted, and appointed L. T. Hyatt a  
Commissioner, and ordered him, in  
the event the said Elbert Barker failed  
to pay a certain sum of money and  
to execute his notes for the residue  
of the purchase price of said tract of  
land, to sell the said tract of land  
&c after certain advertisement &c. On  
the 26<sup>th</sup> day of October 1894, the said  
L. T. Hyatt, Commr. filed his report



showing a sale of said land to Elkanah Barker for the sum of \$700.25, of which \$52.00 was costs. On the 10<sup>th</sup> day of November 1894 this report and sale were confirmed by decree of the court. On the 6<sup>th</sup> day of March 1897, by decree, a judgment was rendered in favor of your oratrix against the said Elbert Barker for the sum of \$196.71 with interest thereon from the 21<sup>st</sup> day of May 1894, until payment. On the 9<sup>th</sup> day of June 1897 the said L. T. Hyatt filed his report showing full collection and disbursement of the purchase price of the said land sold by him and that since said sale the purchaser, Elkanah Barker, had died, intestate, leaving a widow and certain children therein named, his heirs at law. On June 10<sup>th</sup> 1897 the said L. T. Hyatt was, ~~as~~ by decree, appointed a commr. and directed to convey the land sold by him to said Elkanah Barker to the widow and heirs of said Barker. On the 12<sup>th</sup> day of June 1897 the said Commr. filed his report and deed, which on the same



# that the rents and profits will not be sufficient in five years to pay said  
lien.

day were confirmed by decree.

Now your orator will further state to your honor to no part of the aforesaid Judgment against the said Elbert Barker for \$196.71 with interest thereon from the 21st day of May, 1894, until payment, has ever been paid to your orator, but the same and every part thereof is now due and owing to your orator.

Your orator will further state to your honor that the said judgment is a lien on all the lands inherited by the said Elbert Barker from his father, the said Elbraiah Barker. The lands of which the said Elbraiah Barker died seized and possessed have never been partitioned; that there are no other liens; &c.

Your orator will now show your honor that said Judgment was duly docketed in J. C. D. No. 3. Page in the office of the clerk of the County Court for Lee County.

Your orator alleges that the said Elbraiah Barker died seized and possessed of the following tracts of land: First. The tract sold and conveyed to him by the said L. T. Hyatt, Commr. and fully and minutely described in the



deed, filed in this cause, from L. F. Hyatt, Comr. to Elizabeth Barker et als. Said tract contains 103 acres.

Second.- A tract of land lying in the Crab Orchard supposed to contain 200 acres. This tract was purchased from Elkanah Flanary, now deceased.

The said Elkanah probably owned other lands which the records of the County do not show.

The said Elbert Barker's interest is a one-eleventh undivided interest subject to widow's dower.

Now, the object of this amended bill is to subject the entire undivided interest of Elbert Barker in the lands and real estate of which his father, the said Elkanah Barker, died seized and possessed, or so much thereof as may be necessary to the payment of Plaintiffs Judgment aforesaid.

In order that this object may be attained, your orator prays that the said Elbert Barker be made defendant hereto; that spa. issue, directed vs.; that ~~upon~~ the said Elbert be required to answer this bill, but



he need not do so under oath, as that is waived; that he be required to answer especially of what lands and real estate the said Eleaziah Barker died seized and possessed; that, upon a hearing, a decree be rendered, appointing a commissioner to make sale of said undivided interest, or enough thereof, to satisfy your orator's judgment; that all such other relief, both special and general, be granted to your orator as his cause merits, and he will ever pray &c.

L. J. Hyatt, p. q.



James H. Davidson

vs. } Amended  
      } Bill

Elbert Barker

L. J. Hyatt, p. g.

1897 1st Oct rules Spa  
2nd & D M

" 2nd Oct rules D M  
Conf & Cause set  
for hearing

" No Decree Final.



Virginia,

Circuit Court of Lee County.

.....  
To the Hon. W. T. Miller, Judge of said Court:-

-----The answer and demurrer of Elbert Barker to <sup>an amended</sup> bill in chancery filed in this Honorable Court ~~against~~ against him by ~~James H. Davidson~~ James H. Davidson. For demurrer he says, that the plaintiff's bill is not sufficient in law, but should any other or further answer be necessary, answering, he says: That he supposes that it is true that the plaintiff obtained <sup>ta</sup> against the respondent a decree for \$196.71 in the bill mentioned, and the same has not been paid; it is also true that ~~the~~ the respondent inherited from his father, Elkanah Barker, deceased, an undivided interest in his real estate situated in the Crab Orchard, in Lee County, Virginia--said interest being one-eleventh thereof. Your respondent will now represent and shew unto your Honor that on the 24th day of January 1896, your respondent executed and filed in the Clerk's office of the County Court of said County for recordation his homestead ~~deed~~ deed, and in which deed he claimed and set apart as and for a <sup>o</sup> portion of his said homestead his said undivided interest in his ~~xxxx~~ said father's real estate, valued at \$400.00, together with certain personal property mentioned in said deed--amounting in the aggregate to the sum of \$517.00, said deed was on the said 24th day of January ~~18~~ 1896, duly recorded in said Clerk's office--a certified copy of said deed is herewith filed a part hereof marked deed. ~~Now~~ Your respondent has no other property, and being a householder and head of a family he claims the benefit of his said homestead exemption against the plaintiff's demand, the said demand having arisen upon a transaction in which there was no waiver of the homestead exemption, and which transaction was not even in writing as clearly appears from the proceedings in this cause.

And now having fully answered he prays to be hence dismissed with his reasonable costs.

*W. T. Miller*  
W. T. Miller, Judge of said Court.



1 Knew all men by these presents, that  
2 I, Elbert Barker hereby claim my Home-  
3 stead exemption in the following prop-  
4 erty to wit:

5 1st my undivided interest in my Father's  
6 E. D. Barker's estate, Consisting of real  
7 estate situate in the Crab Orchard  
8 in Lee County, Va. and worth \$400.00

9 2<sup>d</sup> Six head of Cattle, Consisting of 3 milk  
10 Cows & 3 Calves, worth, Cows \$10.00 each  
11 Calves \$3.00 each \$39.00

12 3<sup>d</sup> 2 head of horses, color, black & 3 years  
13 old, \$25.00 each, 10 head of hogs, worth  
14 \$1.00 each \$60.00

15 4<sup>th</sup> 3 head of Sheep, worth \$1.00 Ea, 3.00

16 5<sup>th</sup> all of my household & Kitchen  
17 Furniture & Farm implements, worth \$15.00

18 to be held in accordance with the  
19 provisions of chapter 178, Code of  
20 Virginia 1887.

21 Witness the following Signatures and Seal,  
22 this 24<sup>th</sup> day of January 1896.

Elbert Barker (Seal)

23 State of Virginia County of Lee to wit:

24 I, James W. Orr a Commissioner in  
25 chancery for the Circuit Court of said  
26 County, in the State of Virginia, do certify  
27 that Elbert Barker whose name is  
28 signed to the foregoing writing bearing  
29 date on the 24<sup>th</sup> day of January 1896,  
30 has acknowledged the same before  
31 me in my County aforesaid  
32



Given under my hand, this 24th day  
of January 1896,

James W. Orr  
Commissioner in chancery.

Virginia Lee County to wit:

On the ~~office~~ Clerk's office of the  
County Court for the County of Lee  
the 24th day of January 1896 this deed was  
of honestad was presented and with the certifi-  
cate annexed, admitted to record.

Teste: J. W. F. Richmond clerk.

A Copy-

Teste: J. W. F. Richmond Clerk

Deed

C 35 etc

Elbert Parker.  
of honestad deed.  
Copy



O. & B.

James H. Davidson

vs. { Ans. of Def't.

Ellert. Banker.

---

Filed in open Court  
and by leave thereof  
November the 8<sup>th</sup> 1897

A. B. Munsey Clerk



James H. Davidson, Plaintiff.

----Against---(---In---Chancery. ( Decree final.)

Elbert Barker, Defendant.

~~THIS~~ On motion of the defendant leave is granted him to file his answer to the original and amended bill in this cause, and the same was accordingly filed, and thereupon the cause came on to be heard upon the said original and amended bill of the plaintiff and the answer of the defendant and exhibit therewith, and was argued by ~~some~~ counsel. On consideration thereof, and the Court being of opinion that the defendant's homestead deed exhibited with his said answer is a bar to the enforcement of the collection of the decree in favor of the plaintiff in the amended bill mentioned, it is therefore ~~adjudged~~ adjudged, ordered and decreed that the said amended bill be dismissed and that the defendant recover against the plaintiff his costs by him expended in defending said amended bill ~~including an attorney's fee of \$15.00 to Orr & Blankenship, his attorneys.~~ including an attorney's fee of \$15.00 to Orr & Blankenship, his attorneys. And nothing further remaining to be done in the cause the same is stricken from the docket.



James H Davidson  
Decree Final  
Albert Barker.

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Entered on Chey O.B.  
No 6 Page 83

Enter this decree  
M 7211  
Apr 10" 1897.



James H. Davidson  
vs.

Elbert Barker

This cause came on again this day to be heard upon the papers formerly read herein, the report of L. S. Hyatt, Special Commissioner this day filed, the deed exhibited with said report, and was argued by counsel. Upon consideration whereof, there being no exceptions to said report or deed, it is adjudged, ordered and decreed that the said report and the deed therewith from the said L. S. Hyatt, Special Commissioner, of the one part, and Elizabeth Barker, widow of Elkanah Barker, deceased, Mary F. McConnell, <sup>formerly Barker</sup> wife of H. B. McConnell, Elbert Barker, Minerva J. Hyatt, formerly Barker, wife of Jesse G. Hyatt, William Barker, Elkanah D. Barker, Jr., Laura J. Barker, Charles G. Barker, James E. Barker, Frederick S. Barker, Lillie May Barker and Collie D. Barker, children of the said Elkanah Barker, deceased, of the second part, be and they are each hereby confirmed; that the said Elkanah D. Barker, Jr., Administrator of Estate of Elkanah Barker, deceased, pay to the said



L. S. Hyatt the sum of five dollars for making and executing, upon the payment of which the said second parties in said deed may withdraw said deed from the file of this cause; and that the cause be continued.

The said plaintiff is given leave to ~~amend~~ amend his bill for the purpose of collecting the judgment rendered in this cause against the defendant at the March Term 1897, which bill must be regularly matured at rules.

James H. Davidson

vs.  $\frac{3}{2}$  Devere No. 5

Elbert Barber

confirming deed.

CO. B. to C. p. 6.

Enter this decree

June 12<sup>th</sup> 1897.

W. J. M.



James H Davidson }  
vs } In Chy.  
Elbert Barker }

This cause came on again this day to be heard upon the papers formerly read herein, the report of L. L. Hyatt, Court. filed June 4<sup>th</sup> 1897, showing full collection and disbursement of the purchase money bonds from Elkanah Barker and his Admors. and disbursement of same to the plaintiff and at his direction, and was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that the said report, the same being unexcepted to, be and the same is hereby confirmed and approved.

It appearing from said report that since said sale the purchaser thereof, the said Elkanah Barker, has departed this life intestate leaving a widow and the following children: Mary F. McConnell, wife of H. B. McConnell, Elbert Barker, Minerva J. Hyatt, wife



of Jesse G. Hyatt, William Barker,  
Elkanah D. Barker, Jr. Laura I.  
Barker, Charles G. Barker, James  
E. Barker, Frederick S. Barker,  
Lillie May Barker and Callie D.  
Barker, his heirs at law, it is  
further adjudged, ordered and  
decreed that L. S. Hyatt, who is  
appointed a Special Commissioner  
for the purpose, do make, execute  
and acknowledge a deed con-  
veying to the aforementioned heirs  
the land sold by him to the  
said Elkanah Barker, now dec'd;  
that he report his action to a  
future day of the term and the  
cause is continued.

James H. Davidson  
vs  
M. Deacon  
no. 1  
Elbert Barker

1893 Sept 13-

Enter this

June 10 1897

M. J. M.



James H. Davidson }  
vs } Decree  
Elbert Barker }

This cause came on again this day to be heard upon the papers formerly read herein, and was argued by counsel. And it appearing ~~to the court~~ being suggested that the last installment of the purchase price of the land sold by the complainant to the defendant became due on the 31<sup>st</sup> day of December 1896, and that the said defendant has never executed the bonds required by the decree entered in this cause on the 15<sup>th</sup> day of March 1894, and that the sale of the said land as shown by the report of R. T. Nyatt, Comr. filed in this cause on the 26<sup>th</sup> day of October 1894, failed to pay the said purchase price, by \$196.71, it is adjudged, ordered and decreed that the complainant, J. H. Davidson, recover from the said Elbert Barker the sum of One hundred and ninety-six Dollars and seventy-one cents, with interest thereon from the



Jas. H. O. Curisdon

13 3 Decree No. 3

Elbert Barker

Ex. C. D. B. p. 344

Enter This decree

March 6<sup>th</sup> 1897.



Joel Barker Plff.  
vs. ~~33~~ In Chancery  
J. H. Davidson deft.

J. H. Davidson Plff.  
vs. ~~33~~ In Chancery  
Albert Barker deft.

These two causes come on this day to be heard together, on motion of the plaintiff in the first styled cause, Bill of complaint in first styled cause, And exhibits therewith, the answer of J. H. Davidson and exhibits therewith, and general replication thereto And was argued by counsel, On consideration of which the Court doth order and decree that the bill in the first styled cause, be treated as a petition in the second styled cause, And that S. T. Hyatt Commissioner in the second styled cause, proceed to collect the balance of the purchase money due by reason of the sale of said land, And hold the same in his hands until the future order of the court, And until the rights of the parties in the first styled cause are adjusted, And the causes ~~be~~ continued



Jail Barker <sup>off</sup>  
vs. <sup>off</sup> Deane  
J. W. Davidson <sup>off</sup>  
And <sup>off</sup> Deane  
J. W. Davidson <sup>off</sup>  
vs. <sup>off</sup> Deane  
Elbert Barker <sup>off</sup>

Enter this -

March 6<sup>th</sup> 1895



James H. Davidson.

Plaintiff.

vs.

In chancery.

Elbert Barker

Defendant.

This cause came on this day to be heard upon the papers formerly read herein and the report of L.T. Hyatt, Special commissioner, filed October 26th 1894, and was argued by counsel. And it appearing to the court that said report has been filed for more than ten days before the first day of this term of the court, ~~it is adjudged, ordered and decreed that said report and the sale therein reported, be, and~~ and that no exceptions have been filed thereto, it is adjudged, ordered and decreed that said report and the sale made by said Commissioner be, and the same are each hereby confirmed. And it is further adjudged, ordered and decreed that said commissioner Hyatt proceed to collect the purchase money for said land as the same falls due, and pay the same to the plaintiff. Said Commissioner will report his action from time to time to this Court, and the cause is continued.



James H. Davidson  
vs.  $\Sigma$  Decree 2

Elbert Barker

Confirming Court's  
report of Ball & Co.

Copied in Chancery

Order Book

Page 63

Enter this decree  
N. F. 11

November 10 1894



James H. Davidson.

Plaintiff

vs.

In Chancery.

Elbert Barker.

Defendant.

This cause came on this day to be heard on the bill of the complainant, and exhibit filed therewith and was argued by counsel. And it appearing to the court that process has been duly served on the defendant for more than fifteen days before the first day of this term, and that he has failed to appear, answer plead or demurrer the bill is taken for confessed against him. On consideration whereof the court is of opinion that the complainant is entitled to have the contract set out in the bill specifically executed. And it further appearing to the court that the first installment of \$195.00 of the purchase price agreed to be paid for said land with interest from the 31st day of December 1892, became due and payable of the 31st day of December 1893 and that the same has not been paid and that said defendant has failed to execute <sup>for</sup> any of the deferred payments, it is therefore adjudged ordered and decreed that the complainant recover of the defendant \$195.00 with interest from the 31st day of December 1892 until paid and the costs of this suit; and that the said defendant execute his three several notes of \$195.00 each, the first to become payable on the 31st day of December 1894, the second on the 31st day of December 1895, and the 3rd on the 31st day of December 1896; each bearing interest from the 31st day of December 1892, being the residue of said deferred payments. And it is further adjudged ordered and decreed that unless the said defendant or some one for him shall within 30 days from the rising of this court pay to the plaintiff the said sum of \$195.00 with its interest and the costs of this suit, then it shall be the duty of L.T. Hyatt who is appointed a commissioner for the purpose to sell said tract of land, it being averred in the bill and not denied that said land can not be sold in parcels without material injury to the rights and interest of both the complainant and the defendant. Said sale shall be made at public outcry to the highest bidder on a credit of one two and three years, except as to a sum sufficient to pay costs of suit and commissions of sale. Said commissioner will advertise the time terms and place of sale by posting written notices thereof at three or more public places in said county, <sup>for at least 30 days</sup> one of which shall be on the courthouse door



and another in the neighborhood where said land lies. Before proceeding to act under this decree, said commissioner will execute bond before the Clerk of this court in the sum of \$1500.00 conditioned according to law. He will report his action to same future term of this court and the cause is continued.

*for H. Davidson*

*vs. E. Deere No. 1.*

*Albert Barker*

*Entered Chy Order*

*Book Page 579*

*McK 1394*

*Enter this decree*

*March 15-1894.*

*H. L. M. M.*

*Clerk*



James H. Davidson

vs.

Albert Barker

Plaintiff.

Defendant.

In chancery.

Received of L.T. Hvatt, Comr., in the above styled cause, six dollars and eighty-seven cents in full of my costs in said cause to date. This 21st day of May 1894.

A. B. Mursey, Clerk.

Received of L.T. Hvatt, Comr. in above styled cause, one dollar in full of my costs in said cause. This the 21st day of May 1894.

M. B. Kirk, D. Sheriff

Received of L.T. Hvatt, Comr. in above styled cause, fifteen dollars, in full of Attv. fee in above styled cause. This 21st day of May 1894.

Lawson & Hvatt, Attvs.

28/23

700.10  
689.24  
5786-

740  
2  
138.20

5-3  
29  
24  
15  
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2  
450

648.28  
29.00  
679.28  
23.20  
700.44

677.24  
24  
701.24

52



James H. Davidson

Plaintiff

vs.

In Chancery.

Elbert Barker

Defendant.

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned Special Commissioner begs leave to submit the following report:

That, pursuant to your decree rendered in the said cause on the 15th day of March 1894, I proceeded, on the 21st day of May 1894, at the front door of the Courthouse of Lee County to offer for sale on the terms prescribed by said decree, to the highest bidder, the tract of land in the bill and proceedings mentioned, when one Elkanah Barker offered for said tract of land the sum of seven hundred dollars and twenty-five cents and that being the highest and best bid offered therefor, the said ~~Elkanah~~ Barker became the purchaser thereof at that price. He thereupon paid me the sum of fifty-two dollars, being the costs of this suit and commissions of sale and six dollars and thirteen cents thereof for future costs. This sum deducted from the gross sale leaves the sum of six hundred and forty-eight dollars and twenty-five cents, and for this last mentioned sum the said Elkanah Barker executed to me as commissioner, with Elbert Barker as his security, his three bonds for the sum of two hundred and sixteen dollars and eight and one third cents each bearing interest from date of sale, due respectively in one, two and three years.

The following tabular statement will show the manner in which I have disbursed the cash payment, the receipts for said disbursements being hereto attached.

To cash received on day of sale	\$52.00	
By this sum paid A. B. Munsey, Clerk's fee	\$6.87	
" " " " M. R. Kirk, D. Sheriff	1.00	
" " " " Duncan & Hyatt, Attys.	15.00	
" Commissions retained	23.00	
" cash retained for future costs.	6.13	\$52.00



Your commissioner is of opinion that the sum for which the said land sold is a fair price, and that said sale ought to be confirmed.

Respectfully submitted,

*L. J. Hyatt; comr.*



James H. Davidson  
183 Commissioner's  
Report of Sale  
Elbert Barker

Filed October 26<sup>th</sup> 1894  
S. V. F. Richmond Deputy  
For A. B. M. M. M. M.



James H. Davidson

vs

Elbert Barker

To the Hon. W. S. Miller Judge  
of the Circuit Court for Lee  
County:

The report of R. S. Hyatt  
Court.

Said Court. report that as  
required ~~to~~ collect the three pur-  
chase money notes for the sum  
of \$216.08 $\frac{1}{3}$  each and paid the  
same out to the plaintiff or to  
whome the plaintiff directed, as  
will fully appear by a state-  
ment of said Davidson hereto  
attached.

Your Court. reports that since  
said sale the purchaser, Elha-  
mah Barker has died, intestate,  
leaving a widow and the follow-  
ing ~~her~~ children, to wit:  
Mary F. McConnell, wife of H. B.  
McConnell, Elbert Barker, Mi-  
nerva J. Hyatt, wife of Jesse S.  
Hyatt, William Barker, Elha-  
mah D. Barker, Jr. Laura S. Bar-



Barker, Charles G. Barker, James  
E. Barker, Frederick J. Barker,  
Lillie May Barker and Lottie  
D. Barker, his heirs at law,  
to whom the said land has  
descended.

The names of these heirs were  
given to me by Elkanah D.  
Barker, Jr. son of the late El-  
kanah Barker and Adminis-  
trator of his estate.

Said parties are now entitled  
to a deed.

Very Respectfully,  
L. F. Hyatt Commr.



James H Davidson

vs.

Elbert Barker

In this case L. S. Hyatt, Comr.  
on Apl. 15<sup>th</sup> 1895 paid me \$22.65.  
Elbert Barker and Elkannah Barker  
Jr. on July 20<sup>th</sup> 1896 paid me one  
yoke of cattle at \$70.00. Aug. 20<sup>th</sup>  
1896, L. S. Hyatt <sup>paid</sup> Lucas for me \$65.00.  
On the same day the said L. S. Hyatt  
paid Duncan Hyatt \$25.00 for me  
at my direction. On the said 20<sup>th</sup>  
Aug. 1896 the said L. S. Hyatt paid to  
Geo. Blankenship for me and at my  
direction \$14.00. And on the same  
20<sup>th</sup> Aug 1896 the said L. S. Hyatt for  
me and at my direction paid ~~me~~  
a fine against my son to J. V. F. Rich-  
mond, Clerk, amounting to \$34.99.  
This was also at my direction. On  
the same 20<sup>th</sup> Aug. 1896 the said L.  
S. Hyatt sent me by John P. Reasor  
\$60.68. On Oct. 10 the said Hyatt  
paid me in person \$88.27. On Nov.  
31/97 said L. S. Hyatt paid me in  
person \$50.00. On this day the said  
L. S. Hyatt has given me check for  
\$3.93 and retained \$2.59 to pay taxes



About Aug. or Sept 1896 J. K. P. Regg paid me for the Barker heirs a yoke of cattle at \$80.00. which fully settled the amount coming to me from said L. T. Hyatt Esqr. on account of land sold by him in the said cause. This June 9<sup>th</sup> 1897.

James H. <sup>his</sup> Davidson  
mark

Witness:

L. T. Hyatt,  
A. M. Goins.

J H Davidson  
vs. M Barker

Edmund Barker

Filed June 9<sup>th</sup> 1897.

A B Murray clerk



Circuit Court for Lee County:

To the Hon. W. T. Miller, Judge  
of the said Court;

The undersigned, who was appointed by a decree entered in the Chancery cause of James H. Davidson vs. Elbert Barker. on the 10th day of June 1897, a special Commissioner and as such directed to make and execute a certain deed, begs leave to report that he has complied with said decree and that he herewith presents said deed for the inspection and approval of the Court.

Very Respectfully Subtd.  
L. J. Hyatt, Spe. Commr.



James H. Davidson  
vs  $\frac{3}{2}$  Chy.

Elbert Baker

Report of L. T. Hyatt,  
att, Spe. Cour. showing  
execution of  
deed &c

---



This deed made this the 31<sup>st</sup> day of  
July in the year 1893 between  
James H. Davidson and Margaret Davidson  
his wife of Lee County Virginia of the  
one part. and Elbert Barker of the  
County and State aforesaid of the other  
part. Witness: That for and in  
consideration of the sum of One thousand  
and thirty dollars in hand paid and  
secured to be paid, as follows two hundred  
and fifty dollars paid in hand, and the  
residue of seven hundred and eighty dollars  
to be paid in equal installments of one  
and <sup>and three</sup> two years

The said parties of the first part do grant  
bargain and sell unto the said party of  
the second part a certain tract or parcel of  
land lying and being in the said County  
of Lee and in the Crab Orchard. Containing  
by actual survey 103 acres. And bounded  
as follows to wit: Beginning at the mouth  
of the Little Crab Orchard Creek where it  
enters into the North Fork; thence up said  
Creek as it meanders N.  $12\frac{1}{4}$  W. 110 feet  
N.  $63$  W. 532 feet N.  $16\frac{1}{2}$  E. 136 feet N.  $29\frac{3}{4}$  W.  
214 feet N.  $12\frac{1}{2}$  W. 96 feet North 78 feet S.  $78\frac{1}{2}$  W.  
154 feet N.  $43\frac{1}{4}$  W. 138 feet S.  $78\frac{1}{2}$  W. 74 feet  
N. 12 W. 176 feet N.  $56\frac{1}{4}$  W. 103 N.  $3\frac{1}{4}$  W. 79 feet  
N. 40 W. 188 feet N.  $29\frac{1}{2}$  E. 76 feet N. 12 W. 87 feet

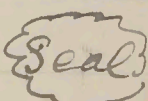
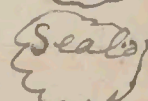


N.  $79\frac{1}{2}$  W. 101 feet N.  $22\frac{1}{2}$  <sup>W</sup> 222 feet N.  $\frac{1}{2}$  W. 147  
feet N.  $77$  W. 150 feet N.  $37\frac{1}{2}$  E. 80 feet N.  $24$  W.  
84 feet N.  $4\frac{1}{2}$  E. 130 feet to a Stake in the road  
near the old Gibson Barker Shop and with said  
road and up a lane S.  $76\frac{1}{4}$  W. 317 feet to a Stake  
in a branch, and with said branch N.  $84$  W.  
287 feet S.  $78\frac{3}{4}$  W. 129 feet S.  $84$  W. 109 feet  
S.  $86\frac{3}{4}$  W. 237 feet to a bunch of Alders;  
thence leaving said branch and with the  
original line S.  $8\frac{1}{4}$  E. 825 feet to a chinquapin  
on top of a ridge and with the top of the same  
S.  $40$  W. 161 feet to a poplar S.  $76$  W. 188 feet  
S.  $87\frac{1}{2}$  W. 305 feet to a white oak & maple S.  $67$  W.  
86 feet S.  $74\frac{1}{2}$  W. 220 feet S.  $45$  W. 37 feet to a  
Stake on the top of said ridge on a line agreed  
on by these parties and James Gates and with  
said line S.  $51\frac{1}{2}$  E. 1326 feet to a Stake on a  
ridge, and with the top of the same N.  $69\frac{1}{2}$  <sup>E</sup> 226  
feet S.  $57\frac{1}{2}$  E. 233 feet N.  $62$  E. 279 feet S.  $84$  E.  
153 feet S.  $20\frac{1}{2}$  E. 275 feet S.  $68\frac{1}{2}$  E. 98 feet  
S.  $58\frac{1}{2}$  E. 150 feet to two black gums on the top  
of a ridge thence down the same as it meanders  
S.  $11\frac{1}{2}$  E. 113 feet S.  $12\frac{1}{2}$  E. 321 feet S.  $27\frac{1}{2}$  E. 103 feet  
to a white oak S.  $2$  W. 170 feet to a white on the  
agreed Taylor line and with the same S.  $51\frac{1}{2}$  E.  
800 feet to the north fork of Powell River  
and up the same as it meanders N.  $21\frac{3}{4}$  E. 100 feet  
N.  $36$  E. 138 feet N.  $42$  E. 173 feet N.  $40\frac{3}{4}$  E.  
163 feet N.  $4$  E. 77 feet N.  $36$  W. 75 feet N.  $41$  W.  
117 feet N.  $21$  W. 225 feet N.  $5\frac{1}{2}$  E. 96 feet



North 120 feet N. 9. W. 140 feet N. 45. E. 140  
feet N. 85. E. 210 feet to the beginning.

The foregoing is the same tract of land deeded  
by Joel Barker and wife to Said James H. Davidson  
And the said parties of the first part Covenant  
with the said party of the second part, that  
they will warrant Generally the land hereby  
conveyed. Witness the following Signatures  
and Seals. The vendors line is retained on  
this tract of land till the purchase money is  
fully paid and discharged.

James H. Davidson   
Margaret Davidson 

Lee County to wit: I Charles D. Bailey a  
Notary Public for the County aforesaid  
in the State of Virginia do Certify that  
James H. Davidson and Margaret Davidson  
his wife whose names are signed to the writing  
hereto annexed, bearing date on the 31<sup>st</sup> day  
of July 1893 have acknowledged the same  
before me in the County aforesaid. Given  
under my hand this the 31<sup>st</sup> day of  
July 1893

C. D. Bailey N.D.



Robert Barker  
From { Deed  
J. H. Davidson &  
Margaret Davidson

"A"



94 5- 21  
 92 12 31  
 1-4-20  
 06  
 02  
 0033  
 0033  
 795-  
 4165-  
 7497  
 833  
 162425-

First payment \$195.00  
 Int from Dec 31<sup>st</sup> 92 to May 21<sup>st</sup> 94 16.24  
 Second payment due Dec 31<sup>st</sup> 94 195.00  
 Int from Dec. 31<sup>st</sup> 92 to May 21<sup>st</sup> 94 16.24  
 Third payment due Dec 31<sup>st</sup> 95- 195.00  
 Int from Dec 31/92 to May 21<sup>st</sup> 94 16.24  
 Fourth & last payment due Dec 31/96 195.00  
 Int. from Dec 31/92 to May 21<sup>st</sup> 94 16.24  
 844.96

May 21<sup>st</sup> 1894 Or by net proceeds  
 of sale of land - - - - - 648.25-  
 \$196.71

700.25-  
 52.00  
 648.25-



J. H. Davidson  
vs  
Elbert Barker

In this case, I sold land to El-  
kannah Barker who executed to  
me his three bonds for the sum  
of \$216.08  $\frac{1}{3}$

Names of Elkannah Barker's heirs.

Mary F. McOmell, wife of H. B.  
McOmell, Elbert Barker, Mi-  
nerva J. Hyatt, wife of Jesse  
G. Hyatt, William Barker, El-  
kannah D. Barker, Jr., Laura I.  
Barker, Charles G. Barker, James  
E. Barker, Frederick S. Barker, Lil-  
lie May Barker, called "Barker."



19  
15.85-  
\$3.15-



Southwest Virginian, }  
Jonesville, Va. }

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting;

We command you to summon

*Albert Barker*

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof, at the

Rules to be holden for said court, on the *31st* Monday in *October*, 189*7*, to answer

*an amended*

A bill in Chancery, exhibited against

*him*

in our court by

*James H Davidson*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *11th* day of

*September* 189*7*, and in the 12 *2nd* year of the Commonwealth.

*A. B. Munsey* Clerk.

A copy—Teste:

Clerk,



James H Davidson  
SUBPCENA  
vs. { IN CHANCERY.

Elbert Barker

L. T. Hyatt P. Q.

TO 1st Oct Rules. 1897

CIRCUIT COURT.

Et cetera Sept 9  
1897 Reg  
Delivered in  
serted as is a  
copy of summons  
to Elbert Barker

Reg E. S. Stapleton  
per W. M. Metcalf

S. L. H.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

*again*  
WE COMMAND YOU, That you summon *Elbert Barker*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 189*4*, to answer a bill in Chancery, exhibited against *him* in our said court by *James H Davidson*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *5th* day of *February* 189*4*, and in the *118th* year of the Commonwealth.

*A B Munsey* Clerk.



James H Davidson

vs. {

SUBPENA  
IN CHANCERY.

Elbert Barker

A. L. Pridmore p. q.

To 2nd Feby Rules,

Circuit Court.

Virginia Lee County to wit  
This day H. L. Flanary  
personally appeared and  
A. B. Munsey Clerk of the  
Circuit Court for Lee Co  
and made oath that he  
delivered an office copy of  
the within subpoena to  
to Elbert Barker <sup>on the 19th day of Feb</sup>  
under my hand this the  
19th day of February 1894  
A. B. Munsey Clerk



Plffs Costs  
 Clerk 9.52  
 Tax 1.50  
 Shff 1.00  
 \$12.02

Defts Costs  
 Clerk 229  
 atty 18.50  
 Co C 25  
 \$17.25

James H. Davidson  
 vs. ~~Wm~~ Chauncy  
 Elbert Barker

1894 2<sup>nd</sup> Feby rules bill  
 filed Spaced & D. Sirii  
 " 1<sup>st</sup> March rules taken the  
 last Monday in Feby &  
 Sirii could cause set for  
 1894 hearing by Plaintiff  
 March Term Contd June Contd  
 Nov Contd, March T 1895 Contd  
 June T 1895 Contd Nov Contd  
 Mar T 1896 Contd June Contd Nov Contd  
 March T 1897 Contd June T Contd  
 Nov T 1897 Decree final See  
 Chcy 013 No 6 Page 83

DUNCAN & WHITE  
 ATTORNEYS AT LAW  
 HONESVILLE, VA